

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacific Wood Preserving of Bakersfield, Inc.		12/14/2005	CORPORATION: NEVADA
Arizona Pacific Wood Preserving, Inc.		12/14/2005	CORPORATION: ARIZONA
Selma Treating of Nevada, Inc.		12/14/2005	CORPORATION: NEVADA
Pacific Wood Preserving of Oregon		12/14/2005	CORPORATION: NEVADA

## RECEIVING PARTY DATA

Name:	Guaranty Business Credit Corporation
Street Address:	333 South Grand Avenue
Internal Address:	Suite 1650
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2590736	PWP THE PACIFIC WOOD PRESERVING COMPANIES

## CORRESPONDENCE DATA

Fax Number: (214)855-4300

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 214-855-4775

Email: awalker@jenkens.com

Correspondent Name: Andrea Walker

Address Line 1: 1445 Ross Avenue

Address Line 2: Suite 3700

Address Line 4: Dallas, TEXAS 75202

900041028

TRADEMARK  
REEL: 003237 FRAME: 0552

CH \$40.00 2590736

ATTORNEY DOCKET NUMBER:	44522-56 PACIFIC WOOD PRE
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	01/31/2006
<p>Total Attachments: 5 source=44522-56 pacific wood tm sec agmt#page1.tif source=44522-56 pacific wood tm sec agmt#page2.tif source=44522-56 pacific wood tm sec agmt#page3.tif source=44522-56 pacific wood tm sec agmt#page4.tif source=44522-56 pacific wood tm sec agmt#page5.tif</p>	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") dated as of December 15, 2005, is executed by PACIFIC WOOD PRESERVING OF BAKERSFIELD, INC., ARIZONA PACIFIC WOOD PRESERVING, INC., SELMA TREATING OF NEVADA, INC. and PACIFIC WOOD PRESERVING OF OREGON (collectively, "**Grantors**"), in favor of Guaranty Business Credit Corporation ("**Lender**"). Reference is hereby made to a Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented and modified from time to time, the "**Loan Agreement**") between Grantors and Lender, pursuant to which Lender has agreed to extend certain credit facilities to Grantors upon the terms and subject to the conditions set forth therein. Unless otherwise defined herein, all capitalized terms used herein have the respective meanings set forth in the Loan Agreement.

### R E C I T A L S:

A. Pursuant to the terms of the Loan Agreement, Grantors have granted to Lender a lien and security interest in all General Intangibles of Grantors, including, without limitation, all of Grantors' right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "**Trademark**"), together with the goodwill of the business symbolized by Grantors' Trademarks, and trademark licenses (each such trademark license, a "**Trademark License**"), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant to Lender a lien on, a collateral assignment of and a continuing security interest in all of Grantors' right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("**Trademark Registration**"), and trademark application ("**Trademark Application**"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the applicable license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark,

Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Lender pursuant to the Loan Agreement.

Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly made effective as of the date first written above.

GRANTORS:

PACIFIC WOOD PRESERVING OF  
BAKERSFIELD, INC.

By: Elaina Jackson

Name: Elaina Jackson

Title: Chief Operating Officer

ARIZONA PACIFIC WOOD PRESERVING, INC.

By: Elaina Jackson

Name: Elaina Jackson

Title: Chief Operating Officer

SELMA TREATING OF NEVADA, INC.

By: Elaina Jackson

Name: Elaina Jackson

Title: Chief Operating Officer

PACIFIC WOOD PRESERVING OF OREGON

By: Elaina Jackson

Name: Elaina Jackson

Title: Chief Operating Officer

**ACKNOWLEDGMENT**

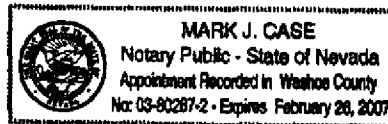
State of Nevada )  
 )  
County of Washoe ) ss.

On December 14, 2005 before me, Mark J. Case, a Notary Public, personally appeared Elaina Jackson, [personally known to me] **OR** [proved to me on the basis of satisfactory evidence] to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



[Notary Seal]

Schedule 1  
to  
Trademark Security Agreement

<b>Name/Type</b>	<b>Registrant/ Owner</b>	<b>Country</b>	<b>Registration/ Application Number</b>	<b>Reg Date</b>
PWP THE PACIFIC WOOD PRESERVING COMPANIES	Pacific Wood Preserving of Bakersfield, Inc.	USA	Reg. No: 2590736	07/09/2002

TRADEMARK SECURITY AGREEMENT – SCHEDULE 1  
PASADENA 42159v2 44522-00056

**RECORDED: 01/31/2006**

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REEL: 003237 FRAME: 0558**